

SECOND AMENDMENT OF LEASE

This Amendment of Lease is entered into as of the 10th day of May, 1978, by and between HARVEY SORKIN, an individual; SEYMOUR MOSLIN, an individual; PAUL MASLIN, an individual; and JOSEPH SORKIN, an individual, hereinafter referred to as Lessor, and FOREMOST-MCKESSON, INC., a Maryland corporation, hereinafter referred to as Lessee,

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a lease dated December 15, 1975, as amended April 30, 1976, for certain premises situated at 9005 Sorensen Street, Santa Fe Springs, California, hereinafter referred to as the Lease; and

WHEREAS, the parties desire to amend said Lease in certain respects hereinafter set forth;

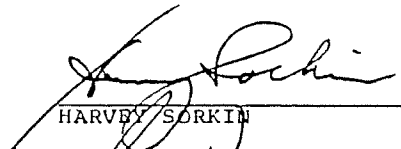
NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereby agree as follows:

1. The self-insurance provision of Article #26 is hereby amended to read as follows:

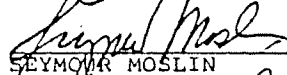
Lessee shall have the right to cause the policies of insurance required hereunder to exclude from coverage the first \$500,000 of loss, and Lessee hereby agrees to be responsible to Lessor and any first mortgagee for the payment of such sum under the same terms and conditions as though Lessee were the issuer under the policy of insurance maintained.

2. Except as specifically set forth in this Amendment of Lease, the Lease shall remain in full force and effort.

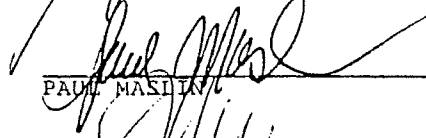
IN WITNESS WHEREOF, the parties have executed this Amendment of Lease as of the day and year first hereinabove set forth.



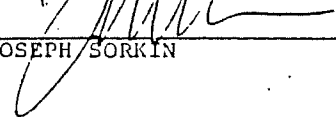
HARVEY SORKIN



SEYMOUR MOSLIN

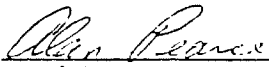


PAUL MASLIN

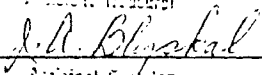


JOSEPH SORKIN

FOREMOST-McKESSON, INC.

By: 

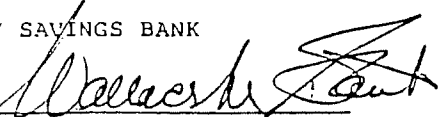
Allen Pearce
Treasurer

By: 

J. A. Blizatal
Assistant Secretary

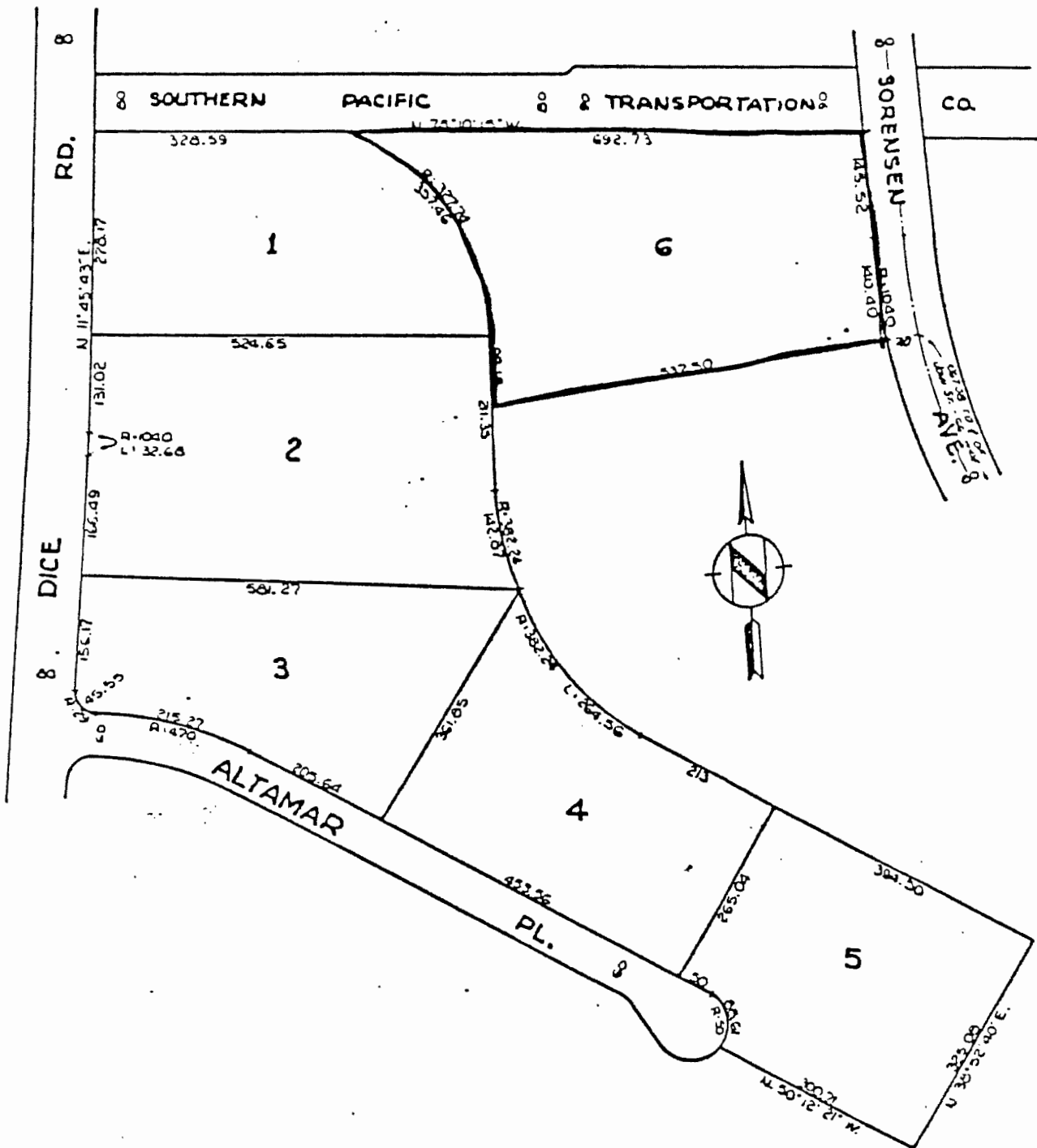
ACCEPTED:

TROY SAVINGS BANK

By: 

Wallace H. Kent SVP.

APPROVED AS TO LEGAL FORM	CPG
TERMS AND CONDITIONS APPROVED	ND



PARCEL MAP BOOK 48 PAGE 11

This is not a survey of the land, but is compiled for information only, nor is it a part of the report or policy to which it may be attached.

LEGAL DESCRIPTION

PARCEL 6 in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on PARCEL MAP NO. 3393 filed for record October 11, 1973, in Book 48, Page 11 of Parcel Maps, in the Office of the County Recorder of said County.

TOGETHER with all of grantor's right, title and interest in and to that portion of the westerly half of Sorensen Avenue (80 feet wide) abutting the above described real property.

EXCEPTING therefrom that portion of said property lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof; provided, however, that grantor, its successors and assigns shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property granted herein, or any part thereof, lying between said surface and five hundred (500) feet below said surface, as excepted by Southern Pacific Industrial Development Company, a Texas corporation, in deed recorded October 21, 1975, as Instrument No. 363.

SUBJECT to all easements, rights of way, encumbrances, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

Plans and specifications for the improvements by COLLEY
ENGINEERS & CONSTRUCTORS, INC.

<u>Drawings</u>	<u>Dated</u>
C-628-A-1	July 23, 1975
M-1	July 17, 1975
P-1	July 23, 1975
P-2	July 23, 1975
P-3	July 23, 1975
P-4	July 23, 1975
Q-1	July 03, 1975
Q-2	---
Q-3	July 23, 1975
Q-4	July 09, 1975
R-1	March 20, 1975
R-2	March 20, 1975
R-3	May 06, 1975
R-4	May 06, 1975
R-5	May 06, 1975
R-6	May 06, 1975
R-7	May 06, 1975
R-8	March 20, 1975
R-9	May 06, 1975
R-10	July 23, 1975
R-11	July 23, 1975
S-1	July 1975
S-2	---
S-3	July 03, 1975
S-4	July 03, 1975
S-5	July 03, 1975
S-6	July 03, 1975
S-7	July 15, 1975

Specifications

August 21, 1975

EXCLUDING all tanks, pumps, piping, scales and equipment
related to the repackaging operations

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